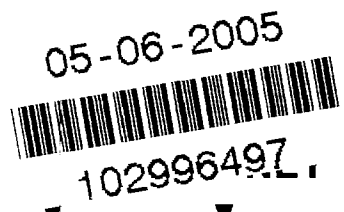
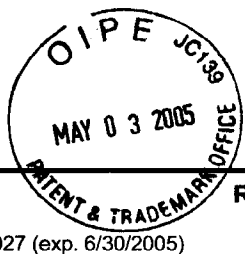


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RECO TR

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Healthworks Alliance, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 4/29/05

2. Name and address of receiving party(ies)

Name: The Bank of Nashville

Internal

Address:

Street Address: 401 Church Street

City: Nashville State: TN Zip: 37219

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Tennessee Banking Corporation Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/581,706

B. Trademark Registration No.(s) 2,083,123

2,233,599

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mary Ward

Internal Address:

Boult, Cummings, Connors & Berry

Street Address: 414 Union Street, Suite 1600

City: Nashville State: TN Zip: 37219

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Mary Ward

Name of Person Signing

Mary Ward Signature

5/2/05

Date

30

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/05/2005 ECDOPER 00000106 76581706

01 FC:8521 02 FC:8522

40.00 OP 50.00 OP

TRADEMARK REEL: 003157 FRAME: 0001

AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT (this "Agreement") is made as of April 29, 2005, by PASSPORT HEALTH COMMUNICATIONS, INC., a Tennessee corporation, and UNITED WISCONSIN PROSERVICES, INC., a Wisconsin corporation (each, a "Debtor" and collectively, the "Debtors"), in favor of THE BANK OF NASHVILLE ("Lender"), a Tennessee banking corporation.

RECITALS:

A. Lender has previously extended credit in the principal amount of \$8,000,000.00 to Debtors on certain terms and conditions, as evidenced by that certain Loan Agreement dated September 16, 2004 (the "Prior Agreement");

B. Pursuant to that certain Amended and Restated Loan Agreement of even date herewith among Debtors and Lender (as now existing and as may hereafter be amended, the "Loan Agreement"), Lender has agreed to amend and restate the Prior Agreement to, among other things, increase the principal amount of credit extended to Debtors; and

C. A condition to Lender's agreement to extend credit to Debtors is that Lender must be provided a first priority perfected security interest in all of each Debtor's personal property and fixtures.

AGREEMENT:

NOW THEREFORE, as an inducement to cause Lender to extend credit to Debtors, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

ARTICLE 1 DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

"Books and Records" means all of each Debtor's books and records, including but not limited to records indicating, summarizing, or evidencing the Collateral, the Obligations, and each Debtor's property, business operations, or financial condition, computer runs, invoices, disks, cd-roms, tapes, processing software, processing contracts (such as contracts for computer time and services) and any computer prepared information, disks, cd-roms, tapes, or data of every kind and description, whether in the possession of such Debtor or in the possession of third parties.

"Collateral" means all of each Debtor's present and future interest in the following, each as presently defined in the UCC: Accounts, Chattel Paper, Deposit Accounts, Documents, Equipment, General Intangibles, Instruments, Inventory, Investment Property, Letters of Credit and Letter of Credit Rights, and Proceeds of all other Collateral.

"Encumbrance" has the meaning assigned in the Loan Agreement.

"Event of Default" has the meaning assigned thereto in the Loan Agreement.

"IP Collateral" means all of each Debtor's right, title and interest in and to:

(a) all of its presently owned and hereafter acquired trademarks, service marks, trademark or service mark applications, whether the foregoing are domestic (state or federal) or foreign, including, without limitation, each mark, registration, and application listed on Schedule 1(A) hereto, and together with (i) renewals thereof, (ii) all income, royalties, damages and payments hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past, present or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, (v) the Trademark License Rights, as hereinafter defined, (vi) trade dress, (vii) all customer and other lists related to any of the foregoing, (viii) together in each case with the goodwill of such Debtor's businesses connected with the use of, and symbolized by any of the foregoing and (ix) such Debtor's entire right, title and interest in, to and under all license agreements with any person or entity, whether such Debtor is licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule 1(A) (the "Trademark License Rights", and together with all other interests described in this Section, the "Trademark Collateral"); and

(b) all of its presently owned and hereafter acquired patentable inventions, patents and patent applications, whether the foregoing be domestic or foreign, including without limitation the inventions and improvements described and claimed therein, all of which are listed on Schedule 1(B) attached hereto, and together with (i) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under with respect thereto, including without limitation damages and payments for past, present or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, and (v) all rights as licensor or licensee with respect to any patents, patent applications and rights thereto and thereunder, including without limitation the licenses listed on Schedule 1(B) (such rights as licensor or licensee, collectively, the "Patent License Rights," and together with all other interests described in this Section, the "Patent Collateral");

(c) all of its presently owned and hereafter acquired copyright interests throughout the world, whether or not registered, including, without limitation, all copyright interests in the works listed and described on Schedule 1(C) attached hereto, including any registrations thereof or applications therefor, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights under all license agreements with any person whether such Debtor is licensor or licensee under any such license agreements, including without limitation, the licenses listed on Schedule 1(C) subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to an assignment or a grant of a security interest in the Copyright

License Rights (the "Copyright License Rights", and together with all other interests described in this Section, the "Copyright Collateral"); and

(d) Notwithstanding the foregoing, the parties expressly agree that pending intent-to-use trademark or service mark applications filed by any Debtor are expressly excluded from the scope of this Agreement and from the IP Collateral until such time as an amendment to allege use or a verified statement of use for such trademark or service mark application is filed with and accepted by the United States Patent and Trademark Office pursuant to the applicable provisions of the Lanham Act or its successor (collectively, the "Excluded Applications").

"Loan Documents" has the meaning assigned thereto in the Loan Agreement.

"Material Adverse Effect" has the meaning assigned thereto in the Loan Agreement.

"Obligations" has the meaning assigned thereto in the Loan Agreement.

"Permitted Encumbrances" has the meaning assigned thereto in the Loan Agreement.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of Tennessee.

ARTICLE 2

GRANT OF SECURITY INTEREST

2.1 Security Interest. As security for the due and punctual payment and full and complete performance of each of the Obligations, each Debtor hereby grants to Lender a security interest in and general lien upon all of such Debtor's rights, title and interests in and to the Collateral and any part thereof.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES REGARDING COLLATERAL

Each Debtor jointly and severally represents and warrants to Lender, which representations and warranties shall be continuing representations and warranties until all of the Obligations are satisfied in full, as follows:

3.1 Locations. The chief place of business, chief executive office and the office(s) where each Debtor's records are kept concerning accounts, contract rights and other similar Collateral, and the locations where their inventories, goods, equipment, fixtures and other similar Collateral are kept, are as set forth on Schedule 3.1 attached hereto.

3.2 Trade names. Each Debtor conduct business under and through its legal name as set forth on the signature page hereto, and no other name, except as set forth on Schedule 3.2 attached hereto.

3.3 No Consents Necessary. Except for the recording of evidence of this Agreement with the United States Patent and Trademark Office (with respect to pending or registered Trademark Collateral and Patent Collateral) and with the United States Copyright Office (with respect to registered Copyright Collateral), and the filing of UCC financing statements naming each Debtor as "Debtor" and Lender as "secured party" in the appropriate filing offices, and the requisite filing requirements to perfect security interests in bank accounts and motor vehicles, and subject to the terms of any license agreements, including without limitation, terms requiring consent to an assignment of a grant of a security interest, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental, administrative or judicial authority or regulatory body is currently or is reasonably expected to be required either (i) for the grant by Debtors of the liens and security interests granted hereby or for the execution, delivery or performance of this Agreement by Debtors, or (ii) for the perfection of or the exercise by Lender of its rights and remedies hereunder.

3.4 Rights in Collateral.

(a) Each Debtor has the right to grant the security interests created by this Agreement. Except for the Permitted Encumbrances, the Collateral is not subject to any Encumbrances.

(b) Set forth on Schedules 1(A), (B) and (C) are complete and accurate lists of all Trademark License Rights and other Trademark Collateral, Patent License Rights and other Patent Collateral, and Copyright License Rights and other Copyright Collateral respectively, owned by Debtors.

3.5 Regarding the IP Collateral.

(a) Each item of Trademark Collateral identified on Schedule 1(A), each item of Patent Collateral identified on Schedule 1(B), and each item of Copyright Collateral identified on Schedule 1(C) is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and each such item that is listed as "registered" is validly registered and enforceable and subject to no claims or adverse limitations. Each Debtor has notified Lender in writing of: (i) all prior uses of any material item of Trademark Collateral identified on Schedule 1(A) of which such Debtor is aware that could lead to such items becoming invalid or unenforceable, including prior unauthorized uses by third parties; (ii) any infringement on any proprietary right or default under any IP Collateral identified on Schedule 1(A), (B) and (C); and (iii) prior uses or publications of any material items of IP Collateral identified on Schedule 1(A), (B) and (C) of which such Debtor is aware which could lead to such Debtor's interest in such items becoming invalid or unenforceable, including any publication or use which might place the work in the public domain, and all such items of IP Collateral are identified on Schedules 1(A), (B) and (C). With respect to all copyright interests in each work included within the Copyright Collateral that are necessary or reasonably significant to the conduct of each Debtor's business (and for which such Debtor has reasonably determined that registration with the United States Copyright Office would be in the best interest of such Debtor), either (i) such copyright interests have been registered by such Debtor with the United States Copyright Office, and certificates of

registration with respect thereto are, or upon issuance thereof will be, in full force and effect or (ii) a completed application for registration of such copyright interests will be delivered to the United States Copyright Office within ninety (90) days after the latter of the date of creation thereof or the execution of this Agreement.

(b) The Trademark License Rights, the Patent License Rights and the Copyright License Rights are in full force and effect, and no Debtor is in default of any of the foregoing License Rights and no event has occurred which with notice or the passage of time, or both, might constitute a material default by any Debtor under the foregoing license rights.

3.6 Materially Misleading Statements. No representation, warranty or statement made herein, on any Schedule hereto or in any certificate or document furnished or to be furnished pursuant hereto contains or will contain any untrue statement of material fact or omits or will omit any fact necessary to make it not misleading in any material respect.

ARTICLE 4 COVENANTS REGARDING COLLATERAL

4.1 Inspection of Collateral. In the absence of an unmatured default or Event of Default, upon two (2) days' prior written notice to Debtors by Lender (and provided that Lender will not be subject to a notice requirement upon the occurrence of an Event of Default), each Debtor will permit representatives and agents of Lender access to its premises to inspect the Collateral and the Books and Records and to audit and make abstracts from the Books and Records.

4.2 Filing of Financing Statements. At the sole option of Lender, and without the further consent of Debtors, Lender may file all applicable financing statements or other applications, notices or other registration documents in any jurisdiction or office to perfect its security interests and liens hereunder. Except for Permitted Encumbrances, without the prior written consent of Lender, Debtors will not file or authorize or permit to be filed in any jurisdiction any financing or like statement in which Lender is not named as the sole secured party.

4.3 Lender's Collateral Custody Duties. With respect to the Collateral, or any part thereof, which at any time may come into the possession, custody or under the control of Lender or any of its agents, associates or correspondents, each Debtor hereby acknowledges and agrees that the sole duty of Lender with respect to the custody, safekeeping and physical preservation of such Collateral, whether pursuant to Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Lender deals with similar property for its own account. Neither Lender, nor any of its partners, members, managers, directors, officers, employees, affiliates, agents, associates or correspondents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so, other than for gross negligence or willful misconduct.

4.4 Defense of Collateral. Debtors shall defend the Collateral against all claims and demands of all persons or entities at any time claiming any interest therein other than Lender.

4.5 Notice of Changes in State of Formation, Form of Entity, Location of Chief Executive Office, Residence, Books and Records, Collateral. Each Debtor shall provide Lender with five (5) days' prior written notice of: (i) any intended change in the form of entity of such Debtor, and/or its state of formation, (ii) any intended change in the chief executive office of such Debtor, and/or the office where such Debtor maintains its Books and Records; (iii) the location or movement of any Collateral to or at an address other than such Debtor's locations as set forth on Schedule 3.1 hereof; and (iv) the creation or acquisition of any additional IP Collateral. If any such new location in (ii) or (iii) above is located on leased or mortgaged premises, then Debtors will furnish Lender, prior to the effective date of any such change, with landlord's or mortgagee's waivers pertaining to such premises in form and substance satisfactory to Lender in its sole discretion.

4.6 Delivery of Instruments, Chattel Paper, Certificated Securities and Documents of Title. Immediately upon receipt of any and all Instruments, Chattel Paper, certificate securities and/or documents of title (including bills of lading and warehouse receipts), Debtors (i) shall deliver such Collateral to Lender, properly endorsed to Lender and/or accompanied by such instruments of assignment and transfer in such form and substance as Lender may request, and (ii) shall execute any form of assignment or endorsement reasonably requested by Lender with respect thereto. Each Debtor agrees to stamp or otherwise mark any and all Documents, Instruments, Chattel Paper, certificated securities and its Books and Records relating to the Collateral in such manner as Lender may reasonably require to reflect the terms of this Agreement and the security interest granted herein.

4.7 Insurance. Debtors shall maintain insurance at all times with respect to the Collateral (including all risk extended coverage) against the risks of fire, theft and such other risks, including, without limitation, liability, errors and omissions and business interruption, as Lender may require, containing such terms, in such form and amounts, for such periods and written by such companies as are acceptable to Lender in its reasonable discretion. All such policies of insurance shall name Lender as a lender/loss payee and shall provide for not less than thirty (30) days' prior written notice to Lender of intended cancellation or reduction in coverage. Debtors shall furnish Lender with certificates or other evidence satisfactory to Lender of compliance with the foregoing insurance provisions. Lender shall have the right (but shall be under no obligation) to pay any of the premiums on such insurance and all such payments shall become part of the Obligations and be considered an advance at the highest rate of interest provided for in the Loan Documents. Each Debtor expressly authorizes its insurance carriers to pay proceeds of all insurance policies covering all or any part of the Collateral directly to Lender.

4.8 Disposition of Collateral. Debtors shall not license, sell, offer to sell, otherwise assign or permit the involuntary transfer of, or disposition of the Collateral or any interest therein, without the prior written consent of Lender; provided, however, prior to the occurrence of an Event of Default, Debtors may sell Inventory and unnecessary or obsolesced Equipment in the ordinary course of business or grant nonexclusive licenses in the ordinary course of business and provided, further, Passport may sell all of the assets used in connection with HomePro™ to Innovative Data Systems, Inc. for a purchase price of approximately \$2,200,000.00. Lender hereby agrees to release its lien against the assets used in connection

with the HomePro™ product automatically after receipt of written notice from Debtors of the sale of HomePro™ and to file any termination statements or any other filings necessary to terminate Lender's security interest or release Lender's lien on such collateral.

4.9 Security Interests in Collateral. Except for Permitted Encumbrances, Debtors shall keep the Collateral free from any Encumbrance. If reasonably requested by Lender, each Debtor shall give notice of Lender's security interests in the Collateral to any third person with whom such Debtor has any actual or prospective contractual relationship or other business dealings.

4.10 Collateral not to be used in Violation of Laws. No Debtor shall use the Collateral or any of its property in violation of any law, statute, regulation, or ordinance.

4.11 Assignment of United States Accounts. If any of the Accounts arise out of contracts with the United States or any of its departments, agencies or instrumentalities, Debtors shall immediately notify and identify same to Lender, and shall promptly execute and deliver to Lender an assignment of claims for such Accounts in a form reasonably acceptable to Lender, and shall take all steps deemed necessary or desirable by Lender to protect Lender's interest therein under the Federal Assignment of Claims Act or any similar law or regulation.

4.12 Maintenance and Inspection of Equipment and Inventory. With respect to Equipment and Inventory, Debtors shall: (i) keep accurate Books and Records with respect thereto, including, without limitation, maintenance records and current stock, cost and sales records accurately itemizing the types and quantities thereof; (ii) upon request, deliver to Lender all evidence of ownership in such Collateral, including certificates of title with Lender's interests appropriately noted on the certificate; (iii) permit Lender and its authorized agents to inspect any or all of the Inventory and Equipment at all reasonable times; and (iv) preserve the Inventory and Equipment in good condition and repair, and pay the cost of all replacement parts, repairs to and maintenance of the Inventory and Equipment.

4.13 Assignment of Accounts. Following the occurrence of an Event of Default, and upon request by Lender, Debtors shall promptly give Lender assignments, in a form acceptable to Lender, of all Accounts, all original and other documents evidencing a right to payment of Accounts, financial statements, agings, reports, lists of account debtors, copies of purchase orders, invoices, contracts, shipping and delivery receipts and such other data concerning the Accounts as Lender may request. Each Debtor agrees that Lender and its authorized agents shall at all times have the right to confirm orders and to verify any or all of the Accounts in Lender's names, or in any fictitious name used by Lender for verifications.

4.14 Continuing of Perfected Status of Collateral.

(a) Each Debtor agrees to cooperate and join, at its reasonable expense, with Lender, in taking such steps as are necessary, in the reasonable judgment of Lender, to perfect or continue the perfected status of the security interests granted herein, including, without limitation, the execution, delivery and filing of any financing statements, amendments thereto and continuation statements, the delivery of Chattel Paper, Documents, certificated securities or Instruments to Lender, the obtaining of landlords' and mortgagees'

waivers required by Lender, the notation of encumbrances in favor of Lender on certificates of title, prompt registration of all copyrights with the United States Copyright Office, prompt registration of all trademarks with the United States Patent and Trademark Office, and the execution and filing of any collateral assignments and any other instruments requested by Lender to perfect its security interests in any and all of such Debtor's patents, trademarks, service marks, trade names, copyrights and other General Intangibles. Lender is expressly authorized to file financing statements without any Debtor's signature.

(b) Following indefeasible payment in full of all Obligations, Lender agrees to cooperate and join, at the expense of Debtors, in executing and delivering all documents and taking all actions as are necessary to release and terminate Lender's security interests in and assignments of the Collateral.

(c) Each Debtor agrees to cause any and all subsidiaries that may be acquired at any time during the term of this Agreement to sign a joinder to this Agreement.

4.15 Lender as Attorney-in-Fact. Upon the occurrence and continuation of an Event of Default, each Debtor hereby irrevocably appoints Lender (and any of its attorneys, officers, employees, or agents) as its true and lawful attorney-in-fact, said appointment being coupled with an interest, with full power of substitution, in the name of such Debtor, Lender, or otherwise, for the sole use and benefit of Lender in its sole discretion, but at such Debtor's expense, to exercise, to the extent permitted by law, in Lender's name or in the name of such Debtor or otherwise, the powers set forth herein, and such powers shall include, but not be limited to, the powers at any time following the occurrence of an Event of Default: (i) to endorse the name of such Debtor upon any instruments of payment, invoice, freight, or express bill, bill of lading, storage, or warehouse receipt relating to the Collateral; (ii) to demand, collect, receive payment of, settle, compromise or adjust all or any of the Collateral; (iii) to file one or more financing statements naming such Debtor as debtor and Lender as secured party and indicating therein the types or describing the items of Collateral herein specified; (iv) to correspond and negotiate directly with insurance carriers; (v) to sign and record one or more assignments or other instruments in favor of Lender to transfer ownership of any IP Collateral to Lender; and (vi) to execute and/or file any notice, statement, instrument, agreement, or other paper that Lender may require to create, preserve, perfect, or validate any security interest granted pursuant hereto or to enable Lender to exercise or enforce its rights hereunder or with respect to such security interest.

4.16 Liability of Lender as Attorney-in-Fact. Neither Lender nor its attorneys, officers, employees, or agents shall be liable for acts, omissions, any error in judgment or mistake in fact in its/their capacity as attorney-in-fact. Each Debtor hereby ratifies all acts of Lender as its attorney-in-fact other than as a result of the gross negligence or willful misconduct of Lender. This power, being coupled with an interest, is irrevocable until the Obligations have been fully satisfied. Lender shall not be required to take any steps necessary to preserve any rights against prior parties with respect to any of the Collateral.

4.17 Effect of Extensions and Modifications. Lender may extend the time of payment, arrange for payment in installments or otherwise modify the terms of, or release, any of

the Collateral, without thereby incurring responsibility to, or discharging or otherwise affecting any liability of, Debtors.

ARTICLE 5 REMEDIES

5.1 Acceleration of Obligations; General Rights of Lender. Upon the occurrence of an Event of Default, at Lender's sole option, all Obligations shall immediately become due and payable in full, all without protest, presentment, demand or further notice of any kind to Debtors, all of which are expressly waived. Upon and following an Event of Default, Lender may, at its option, exercise any and all rights and remedies Lender may have under this Agreement, any other Loan Document and/or applicable law.

5.2 Additional Rights and Remedies. In addition to the rights and remedies available to Lender as set forth above and any other rights or remedies available to Lender under applicable law, upon the occurrence of an Event of Default hereunder, or at any time thereafter, Lender may at its option, immediately and without notice, do any or all of the following, which rights and remedies are cumulative, may be exercised from time to time, and are in addition to any rights and remedies available to Lender under any other agreement or instrument by and between Debtors and Lender:

(a) Exercise any and all of the rights and remedies of a secured party under the UCC, including, without limitation, the right to require Debtors to assemble the Collateral and make it available to Lender at a place reasonably convenient to the parties.

(b) Operate, utilize, recondition and/or refurbish any of the Collateral for the purpose of enhancing or preserving the value thereof by any means deemed appropriate by Lender, in its reasonable discretion, including, without limitation, converting raw materials and/or work-in-process into finished goods.

(c) Notify the account debtor for any of the Accounts to make payment directly to Lender, or to such post office box as Lender may direct.

(d) Demand, sue for, collect or retrieve any money or property at any time payable, receivable on account of or in exchange for, or make any compromise, or settlement deemed desirable with respect to any of the Collateral.

(e) Notify the post office authorities to change the address for delivery of each Debtor's mail to an address designated by Lender and to receive, open, and distribute all mail addressed to Debtors, retaining all mail relating to the Collateral and forwarding all other mail to Debtors.

(f) Upon ten (10) calendar days' prior written notice to Debtors (or one (1) day's notice by telephone with respect to Collateral that is perishable or threatens to decline rapidly in value), which each Debtor hereby acknowledges to be sufficient, commercially reasonable and proper, Lender may sell, lease or otherwise dispose of any or all of the Collateral at any time and from time to time at public or private sale, with or without advertisement thereof,

and with or without providing any warranties of title, infringement, possession, quiet enjoyment, merchantability or other like warranties, express or implied, and apply the proceeds of any such sale first to Lender's expenses in preparing the Collateral for sale (including reasonable attorneys' fees) and second to the complete satisfaction of the Obligations in any order deemed appropriate by Lender in its sole discretion. Each Debtor waives the benefit of any marshaling doctrine with respect to Lender's exercise of its rights hereunder. Lender or anyone else may be the purchaser of any or all of the Collateral so sold and thereafter hold such Collateral absolutely, free from any claim or right of whatsoever kind, including any equity of redemption of Debtors, any such notice, right and/or equity of redemption being hereby expressly waived and released.

5.3 Grant of License to Use Intangibles. In addition to the grant of a security interest in the IP Collateral hereinbefore provided, for the purposes of enabling Lender to exercise its rights and remedies hereunder at such time as Lender, without regard to this Section, shall be lawfully entitled to exercise such rights and remedies, each Debtor hereby grants to Lender an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Debtors, provided that the actual proceeds received by Lender of any use or sale of Lender's rights under such license shall be applied to the Obligations) to use or sublicense any of the IP Collateral, now owned or hereafter acquired by Debtors, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored, all computer software and programs and all source code and object code relating to such computer software and programs, subject to, however, the terms of any license agreements, including, without limitation, terms requiring consent to an assignment or a grant of a security interest.

ARTICLE 6 GENERAL PROVISIONS

6.1 Cumulative Remedies. The remedies provided Lender in this Agreement are not exclusive of any other remedies that may be available to Lender under any other document or at law or equity.

6.2 Notices. All notices and other communications hereunder shall be provided in the manner provided in the Loan Agreement.

6.3 Negotiated Document. This Agreement has been negotiated by the parties with full benefit of counsel and should not be construed against any party as author.

6.4 Not Partners; No Third Party Beneficiaries. The relationship of Lender and Debtors is that of lender and borrower only, and neither is a fiduciary, partner or joint venturer of the other for any purpose. This Agreement has been executed for the sole benefit of the parties hereto, and no third party is authorized to rely upon Lender's rights or duties hereunder.

6.5 Incorporation of Schedules. All Schedules and Exhibits referred to in this Agreement are incorporated herein by this reference.

6.6 Indulgence Not Waiver. Any party's indulgence in a departure from the terms of this Agreement shall not prejudice the party's right to demand strict compliance with this Agreement absent a written waiver or amendment that would be binding under the terms of this Agreement.

6.7 Assignment. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties, except that Debtors may not assign any rights or delegate any obligations arising hereunder without the prior written consent of Lender. Any attempted assignment or delegation by Debtors without the required prior consent shall be void.

6.8 Entire Agreement. This Agreement and the other written agreements executed by the parties represent the entire agreement of the parties concerning the subject matter hereof, and all oral discussions and prior agreements are merged herein; provided, however, if there is a conflict between this Agreement and the Loan Agreement, the provision of the Loan Agreement shall control.

6.9 Amendment and Waiver in Writing. No provision of this Agreement can be amended or waived, except by a statement in writing signed in hand by or on behalf of the party against which enforcement of the amendment or waiver is sought (emails, voice mails and other forms of records that do not require handwritten signatures shall not be binding).

6.10 Severability. Should any provision of this Agreement be declared invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect.

6.11 Time of Essence. Time is of the essence of this Agreement, and all dates and time periods specified herein shall be strictly observed.

6.12 Gender and Number. Words used herein indicating gender or number shall be read as context may require.

6.13 Captions Not Controlling. Captions and headings have been included in this Agreement for the convenience of the parties, and shall not be construed as affecting the content of the respective Sections.

6.14 Counterparts. This Agreement may be executed in counterparts with all signatures or by counterpart signature pages, and it shall not be necessary that the signatures of all parties be contained on any one document. Each counterpart shall be deemed an original, but all of them together shall constitute one and the same instrument.

6.15 Facsimiles. This Agreement may be executed by facsimile signatures, and shall be effective when Lender has received original or telecopy transmissions of the signature pages executed by all parties hereto; provided, however, that all parties shall deliver original executed documents to Lender promptly following the execution hereof.

6.16 Applicable Law. The validity, construction and enforcement of this Agreement and all other documents executed with respect to the Obligations shall be determined

according to the laws of Tennessee applicable to contracts executed and performed entirely within that state.

6.17 Consent to Jurisdiction; Exclusive Venue. Each party to this Agreement hereby irrevocably consents to the jurisdiction of the United States District Court for the Middle District of Tennessee and of all Tennessee state courts sitting in Davidson County, Tennessee, for the purpose of any litigation to which Lender may be a party and which arises from or is related to this Agreement. It is further agreed that venue for any such action shall lie exclusively with courts sitting in Davidson County, Tennessee, unless (i) Lender agrees to the contrary in writing, or (ii) Lender initiates litigation in another court that either has personal jurisdiction over the parties to that action or has *in rem* jurisdiction over property relevant to the action. The parties waive any right to assert that the elected forum is not convenient and to raise any other objection to this election of exclusive venue.

6.18 Waiver of Jury Trial. Each party to this Agreement hereby knowingly, voluntarily, and with full benefit of counsel, irrevocably waives any right to obtain a trial by jury in any litigation arising from or related to this Agreement and confirms that the effect of this waiver is that all issues of fact and law in any such litigation shall be determined by a judge acting without a jury. This waiver is a material inducement to the execution of this Agreement and is intended to apply regardless of the basis of any claim raised in such litigation and, without limitation, shall apply to any litigation involving any claim or defense arising under contract law, tort, or under any statute or constitution.

6.19 Amended and Restated Agreement. This Agreement is an amendment to and restatement of, and not an extinguishment of, the obligations of Debtors under that Security Agreement dated as of September 16, 2004, made by Debtors in favor of Lender ("Prior Security Agreement"). To the extent of \$8,000,000.00, the indebtedness evidenced by and secured by this Agreement represents the same indebtedness referenced in the Prior Security Agreement. All liens, grants, pledges, security interests and other security of every type securing the Prior Security Agreement are hereby ratified, renewed, extended and brought forward as security for the Obligations. The terms and conditions of the Prior Security Agreement are hereby amended and restated in their entirety as set forth herein. To the extent of \$8,000,000.00, the indebtedness evidenced by and secured by this Agreement is not new indebtedness, but is an amendment and restatement of the indebtedness referenced in and secured by the Prior Security Agreement.

[signatures on following page]

This Security Agreement is dated as of the date first written above.

THE UNDERSIGNED ACKNOWLEDGE A THOROUGH UNDERSTANDING OF THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND THEREBY:

DEBTOR:

PASSPORT HEALTH COMMUNICATIONS, INC., a
Tennessee corporation

By: James V. Conway Jr

Name: James V. Conway Jr

Title: PRESIDENT & CEO

DEBTOR:

UNITED WISCONSIN PROSERVICES, INC., a Wisconsin
corporation

By: James V. Conway Jr

Name: James V. Conway Jr

Title: PRESIDENT

LENDER:

THE BANK OF NASHVILLE, a Tennessee banking
corporation

By: Carolyn Maggart

Name: Carolyn Maggart

Title: VP

Schedule 1(A)	Trademark Collateral
Schedule 1(B)	Patent Collateral
Schedule 1(C)	Copyright Collateral
Schedule 3.1	Locations
Schedule 3.2	Debtor's Names

Schedule 1(A)

Trademark Collateral

No.	Type of Intellectual Property	Owner of Property	Effective Date	Expiration Date	Renewal Provisions	Identification Number	Name of Mark & General Description
1	Service Mark (US)	Passport Health Communications, Inc. (Nashville, Bank of, The is listed as owner per 9/24/04 filing of assignment of entire interest with the USPTO, rather than just security interest. 4/5/05 correction assignment filed with USPTO assigns the registration back to Passport and merely grants Bank of Nashville a security interest as shown in Attachment I to this Schedule 1(A).	Registered 4/25/2000	04/25/2010	§ 8 Statement of Use due between 4/25/05 and 4/25/06	Reg. No. 2,345,697	PASSPORT HEALTH COMMUNICATIONS, INC. for "provision of healthcare information by electronic means" in Int'l Class 42
2	Service Mark (US)	Passport Health Communications, Inc. (Nashville, Bank of, The is listed as owner per 9/24/04 filing of assignment of entire interest with the USPTO, rather than just security interest. 4/5/05 correction assignment filed with USPTO assigns the registration back to Passport and merely grants Bank of Nashville a security interest as shown in Attachment I to this Schedule 1(A).	Registered 4/11/2000	04/11/2010	§ 8 Statement of Use due between 4/11/05 and 4/11/06	Reg. No. 2,341,547	PASSPORT ONESOURCE for "provision of healthcare information by electronic means" in Int'l Class 42
3	State Mark (WI)	United Wisconsin Proservices, Inc.	Registered 11/1/2000	10/31/2010	Registration is effective for 10 years.	N/A	E-Z Link
4	State Mark (WI)	United Wisconsin Proservices, Inc.	Registered 3/4/1987	3/3/2007	This Registration is effective for 20 years.	N/A	HomePro*
5	State Mark (WI)	United Wisconsin Proservices, Inc.	Registered 10/2/1996	10/2/2006	Registration is effective for 10 years.	N/A	PROSERVICES (and design).

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6	Service Mark (US)	Passport Health Communications, Inc. (Nashville, Bank of, The is listed as owner per 9/24/04 filing of assignment of entire interest with the USPTO, rather than just security interest. 4/5/05 correction assignment filed with USPTO assigns the registration back to Passport and merely grants Bank of Nashville a security interest as shown in Attachment I to this Schedule I(A).	Application pending. Filed 5/27/2004	N/A	N/A	Serial No. 76/594,397	PROSERVICES for "providing healthcare financial and insurance information via the Internet, telephone and point to point communications circuits" in Int'1 Class 36.
7	Service Mark (US)	Passport Health Communications, Inc. (Nashville, Bank of, The is listed as owner per 9/24/04 filing of assignment of entire interest with the USPTO, rather than just security interest. 4/5/05 correction assignment filed with USPTO assigns the registration back to Passport and merely grants Bank of Nashville a security interest as shown in Attachment I to this Schedule I(A).	Application pending. Filed 4/29/2004	N/A	N/A	Serial No. 76/589,417	PROSERVICES (and design) for "providing healthcare financial and insurance information via the Internet, telephone and point to point communications circuits" in Int'1 Class 36.

* Debtor anticipates that the sale of HomePro will take place within 30 days after the date hereof.

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RELEASE AND REASSIGNMENT

The Bank of Nashville ("Lender"), hereby release in full their security interest arising under that Security Agreement dated September 16, 2004, of record at Reel 3050, Frame 0759 (the "Security Agreement") which Security Agreement is of record at the United States Patent and Trademark Office.

In addition, by this Release and Reassignment, and for the sole purpose of further evidencing the release of Lender's security interest, Lender hereby reassigns and transfers to Passport Health Communications, Inc. ("Borrower"), without any representation or warranty, all of Lender's interest in the following trademark registrations:

Registration No. 2,345,697, registered April 25, 2000;

Registration No. 2,341,547, registered April 11, 2000;

Serial No. 76/594,397, filed September 24, 2004; and

Serial No 76/589,417, filed April 29, 2004.

Dated this 4 day of April, 2005.

THE BANK OF NASHVILLE

By: Carolyn Haggart

Title: V. P.

Schedule 1(B)

Patent Collateral

None.

Schedule 1(C)

Copyright Collateral

No.	Type of Intellectual Property	Owner of Property	Effective Date Published	Expiration Date	Renewal Provisions	Identification Number	Name of Work & General Description
1	Copyright (US)	United Wisconsin Proservices, Inc.	Published 6/1/1988	*		Reg. No. TX-2-600-432	AXCES Software Program – Text of Computer Program.
2	Copyright (US)	United Wisconsin Proservices, Inc.	Published 6/1/96 Registered 12/30/96	*		TX-4-438-845	HomePRO – computer program
3	Copyright (US)	United Wisconsin Proservices, Inc.	Published 7/1/95 Registered 12/30/96	*		TX-4-440-259	Home health coverage determination program - computer program.

* Copyright endures for a term consisting of the life of the author plus 70 years after the author's death; or in the case of a work for hire, the copyright endures for a term of 95 years from the year of its first publication, or a term of 120 years from the year of its creation, whichever expires first.

Schedule 3.1

Locations

Passport Health Communications, Inc.	720 Cool Springs Boulevard Suite 450 Franklin, Tennessee 37067
United Wisconsin ProServices, Inc.	400 North Executive Drive Suite 311 Brookfield, Wisconsin 53005

Schedule 3.2

Trade Names

United Wisconsin ProServices, Inc.

JOINDER AGREEMENT

This Joinder Agreement is executed by HEALTHWORKS ALLIANCE, INC. (the "Additional Borrower"), a Pennsylvania corporation, pursuant to Section 7.6(b) of that certain Amended and Restated Loan Agreement dated as of April 29, 2005, executed by PASSPORT HEALTH COMMUNICATIONS, INC. a Tennessee corporation, and UNITED WISCONSIN PROSERVICES, INC., a Wisconsin corporation (collectively, "Original Borrowers"), and by THE BANK OF NASHVILLE ("Lender"), a Tennessee banking corporation (the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meanings assigned in the Loan Agreement.

For valuable consideration, the receipt and sufficiency of which are acknowledged:

1. The Additional Borrower hereby joins as a Borrower under the Loan Agreement and hereby assumes joint and several liability for all warranties, representations, covenants and other agreements and obligations of the Borrowers under the Loan Documents executed by the other Borrowers, including, but not limited to, the obligations arising under the documents amended below.

2. The Loan Agreement is hereby amended to include the Additional Borrower in the definition of "Borrowers" set forth in Article I of the Loan Agreement.

3. That certain Amended and Restated Security Agreement dated as of April 29, 2005, executed by Original Borrowers in favor Lender is hereby amended (i) to include the Additional Borrower as a Debtor thereunder, and (ii) to amend Schedule 1(A) thereto to include the information set forth on Schedule 3(A) attached hereto, and (iii) to amend Schedule 3.1 thereto to include the information set forth on Schedule 3(B) attached hereto.

4. That certain Amended and Restated Revolving Note dated April 29, 2005, made by Original Borrowers payable to the order of Lender in the original principal amount of \$3,000,000.00 (the "Revolving Note") is hereby amended to include the Additional Borrower as a Maker. If Lender so requests, Additional Borrower shall sign the Revolving Note to further evidence Additional Borrower's liability for the payment thereof.

5. That certain Secured Promissory Note dated April 29, 2005, made by Original Borrowers payable to the order of Lender in the original principal amount of \$9,000,000.00 (the "Term Note") is hereby amended to include the Additional Borrower as a Maker. If Lender so requests, Additional Borrower shall sign the Term Note to further evidence Additional Borrower's liability for the payment thereof.

6. Concurrently with the delivery hereof to Lender, the Additional Borrower has executed, as applicable, and delivered to Lender the following documents:

(a) Certificate of Existence of Additional Borrower issued by the office of the Pennsylvania Secretary of State;

(b) Certificate of Secretary of Additional Borrower with Articles of Incorporation, Bylaws and Authorizing Resolutions;

(c) Certificates of Authority of Additional Borrower issued by the office of the Secretary of State of each of the following States:

- (i) Delaware;
- (ii) Florida;
- (iii) New Jersey;
- (iv) North Carolina; and
- (v) Ohio;

(d) Additional Borrower shall deliver Certificates of Qualification on or before June 15, 2005, with respect to its qualification to do business in California, Hawaii, Illinois and Texas and on or before January 31, 2006, with respect to its qualification to do business in Massachusetts; and

(e) Evidence of Insurance, as required in Section 7.17 of the Loan Agreement.

7. In addition to the representations, warranties and covenants contained in the Loan Documents, Additional Borrower represents, warrants and covenants to Lender as follows:

(a) Additional Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of Pennsylvania. Additional Borrower is qualified or authorized to do business in all jurisdictions in which its ownership of property or conduct of business requires such qualification or authorization; provided, however, that Additional Borrower is not, as of the Closing Date, qualified or authorized to do business in the States of California, Hawaii, Illinois, Texas and Massachusetts and that Additional Borrower shall subsequently deliver Certificates of Authorization issued by the applicable State's office in accordance with Section 6(d) hereof;

(b) the fiscal year of Additional Borrower ends on September 30 of each year (provided, that Additional Borrower anticipates changing its fiscal year end to December 31 after the Closing Date); and

(c) other than the failure by Additional Borrower (i) to file its 2004 annual report in Massachusetts and (ii) to register to do business in California, Hawaii, Illinois and Texas, Additional Borrower has filed or caused to be filed all tax returns and reports required to be filed.

[signatures on following page]

This Joinder Agreement dated effective as of the 2nd day of May, 2005.

HEALTHWORKS ALLIANCE, INC., Maker

By: *Jan V. Lech*
Title: CEO
Taxpayer I.D. No.: 51-0305888

Approved on behalf of Original Borrowers:

PASSPORT HEALTH COMMUNICATIONS, INC.

By: *Jan V. Lech*
Title: PRESIDENT CEO

UNITED WISCONSIN PROSERVICES, INC.

By: *Jan V. Lech*
Title: CEO

Approved on behalf of Lender:

THE BANK OF NASHVILLE

By: *Cynthia Maggert*
Title: VP

SCHEDULE 3(A)

No.	Type of Intellectual Property	Owner of Property	Effective Date	Expiration Date	Renewal Provisions	Identification Number	Name of Mark & General Description
1	Trademark (US)	Healthworks Alliance, Inc.	Registered 7/29/97	7/29/07	Renewal due 7/29/07	2,083,123	HEALTH WORKS (and design) for "computer operating systems comprising hardware and software for ordering medical, clinical, diagnostic and related health care services, accessing patient information and test results, and communicating with other physicians and healthcare entities" in Int'l Class 9.
2	Trademark (US)	Healthworks Alliance, Inc.	Application pending. Filed 3/18/04			Serial No. 76/581,706	HEALTHWORKS ALLIANCE (and design) for "computer software featuring databases used for reviewing services and procedures to be, or which have been, rendered by healthcare providers to validate their potential reimbursement" in Int'l Class 9.
3	Service Mark (US)	Healthworks Alliance, Inc.	Registered 3/23/99	3/23/09	§8 Statement of Use due 3/23/05	2,233,599	CLINICAL CLEARINGHOUSE for "electronic transmission of information in the nature of orders for and results of tests for biological specimens between healthcare entities and medical laboratories" in Int'l Class 38.

SCHEDULE 3(B)

Healthworks Alliance, Inc.	500 North Gulph Road, Suite 400 King of Prussia, Pennsylvania 19406
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RECORDED: 05/03/2005

**TRADEMARK
REEL: 003157 FRAME: 0027**